or required by justice, where the nominal title is allowed to relate back to the first delivery to avoid an intervening incapacity in the grantor and thus to sustain the deed. *Jackson* v. *Rowland,* 6 Wend. 666; *Price* v. *Pittsburgh R. Co.,* 34 Ill. 13, * 32; *Bostwick* v. *McEvoy,* 62 Cal. 496; *Davis* v. *Clark,* 58 Kas. 100, 48 Pac. 563. PEARSON, J. pointedly said: "When it can make no difference the deed takes effect from the second delivery, but if it does make a difference, it takes effect from the first delivery." *Hall* v. *Harris,* 5 Ired. Eq. (40 N. C.) 303. But the relation back is not allowed any more effect than is necessary to sustain the deed. *Taft* v. *Taft,* supra; *Prutsman* v. *Baker,* 30 Wis. 644. And the intervening claims of the grantor's creditors are saved. *May* v. *Emerson,* 52 Ore. 262, 96 Pac. 464, 1065. The rule now generally followed is that the deed is not to take effect to pass title to the grantee until he performs the conditions, *Coe* v. *Turner,* 5 Conn. 86; *Regan* v. *Howe,* 121 Mass. 424; *Wolcott* v. *Johns,* 7 Colo. App. 361; *Hull* v. *Sangamon R. D. Dist.,* 219 Ill. 454, 76 N. E. 701; unless the intention of the parties, as manifested by the language of the instrument and their acts, is contrary. *Hathaway* v. *Payne,* supra; *Hall* v. *Harris,* supra; *Gammon* v. *Bunnell,* 22 Utah 421. Such intention was shown when the vendee paid interest on the purchase price from the date of the contract of sale. *Scott* v. *Stone,* 72 Kan. 545.

CORPORATIONS—CONVEYANCE OF CORPORATE PROPERTY AS AFFECTING THE RIGHTS OF CREDITORS.—The president and sole stockholder of defendant corporation was indebted to defendants C and M, to whom the whole property of the corporation was conveyed in satisfaction of this debt of the president. Plaintiff bank, a creditor of defendant corporation, brought this suit to have the conveyance set aside. Defendants appeal from a decree for plaintiff. *Held,* that the conveyance was void as against parties who were creditors of the corporation at that time. *Bear Creek Lumber Co. et al* v. *Second Nat. Bank of Cumberland,* (Md. 1913) 87 Atl. 1084.

It is well settled that corporations and their officers cannot divert the corporate property from the payment of debts, and any transfer of the assets of a corporation not made in the usual course of business and for value will be set aside in equity at the suit of creditors. *Wilkenson* v. *Bauerle,* 41 N. J. Eq. 635, 7 Atl. 514; *Boulton* v. *Smith,* 113 Ill. 481. Thus the corporation has no right, as against its creditors, to apply its assets in satisfaction of debts which it is under no obligation to pay, and there is no distinction between directly giving away its property and using it in the payment of the private debts of its officers (*Nat. Tube Works Co.* v. *Ring etc. Co.,* 118 Mo. 365, 22 S. W. 947); and the authorities make no distinction where the debtor is the sole owner of all the stock of the corporation. For though the ownership of all the stock of the corporation virtually dissolves it (*Bellona Co. Case,* 3 Bland (Md.) 442), yet such sole ownership does not render the corporation dormant or forfeit its charter where its business is continued in the same corporate name, by the same agents, and continues to use the same books, stamps, brands, etc. (*Newton Mfg. Co.* v. *White,* 42 Ga. 148), and in no legal sense can the individual members be considered as the owners. The corporation is a distinct legal entity apart from its members whether there

be only one member or more, and the property of the corporation remains security for the corporation's debts and not for the individual's debts. It is manifest, therefore, that to convey the corporate property in satisfaction of the debts of an owner of stock, whether he be owner of a part or of all, is to prejudice the rights of the corporation's creditors, and such a conveyance will be set aside in equity. *Hall* v. *Goodnight,* 138 Mo. 576, 37 S. W. 916; *Singer Piano Co.* v. *Barnard Walker & Co.,* 113 Ia. 664, 83 N. W. 725; *Wheeler* v. *Home Sav. Bank,* 188 Ill. 34, 58 N. E. 598, 80 Am. St. Rep. 161; *Washington Mills Co.* v. *Sprague Lumber Co.,* 19 Wash. 165, 52 Pac. 1067; *Stewart* v. *Gould,* 8 Wash. 367, 36 Pac. 277.

CRIMINAL LAW—ASSAULT WITH INTENT TO MURDER.—The defendant was indicted for assault with intent to murder. The indictment alleged that the defendant maliciously put broken glass into food with the intent that the food should be eaten by another, and that death should result. The defendant demurred to the indictment on the ground that the facts stated therein were not sufficient to constitute the offence charged. The lower court overruled the demurrer, and the defendant sued out a writ of error. *Held*: the demurrer was well taken. No assault was alleged in the indictment, for it did not state that the glass was administered. *Leary* v. *State,* (Ga. 1913) 79 S. E. 584.

If assault be defined as the putting of another in reasonable fear of immediate personal violence, there is difficulty in making out an assault with poison, unless some of the poison be taken by the prosecutor. The idea of an outward demonstration of violence as an element of assault is prevalent in many jurisdictions. *Morton* v. *Shoppee,* 3 C. & P. 373; *U. S.* v. *Myers,* 1 Cranch (C. C.) 310; *Engelhardt* v. *State,* 88 Ala. 100; *Yoes* v. *State,* 9 Ark. 42; *People* v. *Ryan,* 55 Hun. 214; *Barnes* v. *Martin,* 15 Wis. 240. This accounts for the holding that there is no assault in poisoning cases unless the poison is administered. *La Beau* v. *People,* 34 N. Y. 323; *Blackburn* v. *State* 23 Oh. St. 146; *Rex* v. *Hartley,* 4 C. & P. 369; *Sumpter* v. *State,* 11 Fla. 247. But the Georgia Criminal Code of 1911, § 97 following in substance the common statutory definition, defines assault, not as a putting in fear, but as "an attempt to commit violent injury on the person of another." There is no substantial difference between an attempt to murder and an assault with intent to murder. *Groves* v. *State,* 116 Ga. 516. The question then is whether the facts of the case make up a criminal attempt "to commit a violent injury on the person of another." The Georgia Code defines "attempts" in terms which are declaratory of the common law. *Groves* v. *State,* 116 Ga. 516. Administering poison is committing a violent injury. *Com.* v. *Stratton,* 114 Mass. 303; *Johnson* v. *State,* 92 Ga. 36. An attempt to administer poison is therefore an attempt to commit a violent injury, and should be regarded as an assault under the Georgia Code. But what is an attempt to administer poison? Here we meet the difficult problem concerning the extent to which one's acts in the execution of a criminal design must go in order to pass from mere preparation into criminal attempt. Buying poison is clearly not enough. *Hicks* v. *Com.* 86 Va. 223. The mere mixing of poison with food intended to be taken by another, without, at least, placing it where it would naturally be